

DE-080-65

24 August 1965

MEMORANDUM FOR: ✓ Contracts Division and
Budget & Finance Branch

SUBJECT : Final Settlement of Contract GB-1965 with
General Electric Company - Tempo, Santa Barbara, California

1. Contract GB-1965 has been completed, audited by the Government and final settlement agreed to. The following documents are transmitted herewith:

Copy of Government Audit Report dated 6 August 1965
Contractor's Final Invoice No. 5 (Credit Invoice)
Contractor's Check No. 24955 in the amount of \$12.12
Contractor's Release dated 23 August 1965
Contractor's Assignment of Inventions, etc.
Contractor's Report of Refunds

2. It is recommended that with the above documents, including the Contractor's check to the Government in the amount of \$12.12, contract GB-1965 be closed out. The final agreed upon price was \$8,159.00. Since the contract had funds allotted to it in the amount of \$10,000.00 it is suggested that Finance Branch liquidate the unexpended balance.

3. A property report is not required in as much as this was a consultant contract which did not involve hardware.



Contracting Officer

STAT

6 August 1965

SUBJECT: Advisory Report on Audit of Final Costs for the
Period 1 January 1965 through 30 June 1965
General Electric - Tempco
Santa Barbara, California

To:

Contracting Office

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Re:

Telecom Request of 7 July 1965

1. In compliance with your request, an examination has been made, to the extent deemed necessary, of the recorded direct labor hours and recorded travel expenses. Current information related to overhead rates also was obtained.

2. Results of the examination are presented in the following tabulation. Some minor differences were disclosed but are considered to be insignificant and no costs are questioned.

The contract T+M rate for [redacted] is \$8.72 and the contractor billed using a rate of \$8.73; however, it appears that the rate should have been computed at \$8.77. Also, there are two

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hours incurred by [redacted] which are yet to be invoiced. The contract rate for [redacted] was computed including an anticipated increase in salary due in May 1965 which did not become effective until July 1965.

Computation of total costs (including profit) based upon contract rates is shown below.

[redacted]	Hours Incurred	Contract Rate	Amount	Total	STAT
	132	\$ 37.33	\$ 4,917.56		
	62	\$ 30.66	1,900.92		
	27	\$ 8.72	235.44	\$ 7,063.92	
			\$ 961.80		
Travel Expenses					
CIRP		2.1 %	70.20		
			\$ 981.00		
G & A		14.5 %	147.39	1,144.39	
Total				\$ 8,188.31	

A reconciliation of the minor differences with the above total and the total of costs

GE-Temp
 6 August 1965
 invoiced follows:

Total per above -		\$8,188.31	
Total invoiced -		\$8,171.12	
Adjustments for			STAT
2 hours @	\$8.73	17.46	
27 " "	\$0.04	1.08	
27 " "	\$0.05	1.35	
		\$8,189.66	\$8,189.66

Adjustment for			STAT
132 hours @	\$0.23	< 30.66 >	< 30.66 >
		\$8,159.00	\$8,159.00

3. A comparison between overhead and GFA rates negotiated for the TFM rates and those experienced for the first six months of 1965 follows:

	Contract	Experienced
Overhead	155%	185%
GFA	14.5%	14.9%

The contractor anticipates that their overhead rate for the year 1965 will be approximately 160%.

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6 August 1965

and the G&A rate will probably remain about the same as now.

4. The results of the audit were discussed with [redacted] who previously informed me that the salary increase for [redacted] had not been approved in a timely manner. STAT

[redacted] STAT

PROJECT AUDITOR

Contract No. AF33(657) 14349

STAT

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CONTRACTOR'S ASSIGNMENT OF REFUNDS, REBATES, CREDITS AND OTHER AMOUNTSContract Nr. AF33(657)14349

Pursuant to the terms of Contract AF33(657)14349 and in consideration of the reimbursement of costs and payment of fee, as provided in the said contract and any assignment thereunder, the

General Electric Company (TEMPO)

735 State Street Santa Barbara, California

(Contractor's name and address)

(hereinafter called the Contractor) does hereby:

1. Assign, transfer, set over and release to the UNITED STATES OF AMERICA (hereinafter called the Government) all right, title and interest to all refunds, rebates, credits or other amounts (including any interest thereon) arising out of the performance of the said contract, together with all rights of action accrued or which may hereafter accrue thereunder, (except those for refunds or rebates of, or credits for, taxes paid to the State of California or any political subdivision thereof).
2. Agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits, and other amounts (including any interest thereon) due or which may become due, and to promptly forward to the Navy Department, U. S. Navy Regional Accounts Office, Washington 25, D. C., checks (made payable to the Treasurer of the United States) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the Contracting Officer as stated in the said contract and may be applied to reduce any amounts otherwise payable to the Government under the terms hereof.
3. Agree to cooperate fully with the Government as to any claim or suit in connection with refunds, rebates, credits, or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney, or other papers in connection therewith; and to permit the Government to represent it at any hearing, trial, or other proceeding, arising out of such claim or suit.
4. In the event the contractor obtains or receives any refund or rebate of, or credit for, taxes paid to the State of California or any political subdivision thereof, in connection with the performance of this contract, and for which the contractor was paid or reimbursed by the Government, the contractor agrees to pay over to the Government an amount equal to such refund or credit (including interest paid or credited to the contractor incident to such refund or credit to the extent that such interest was earned after the contractor was paid or reimbursed by the Government for such taxes). In the event the contractor receives any benefit in lieu of or in addition to such a refund or credit, the contractor agrees to pay over to the Government an amount equal to such benefits.

IN WITNESS WHEREOF, this assignment has been executed this 22nd day of August, 19 65.

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WITNESSES:

General Electric Company (TEMPO)

BY

TITLE

(NOTE: In the case of a corporation, witnesses are not required, but the following certificate must be completed).

CERTIFICATE

I, _____

TEMPO

_____, certify that I am the Manager-Acctg
(Official title)

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of the corporation named as Contractor in the foregoing assignment;

_____ who signed said assignment on behalf of the Contractor
was then Mgr.-Customer Acctg.
(Official title) _____ of said corporation; that said assignment

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was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of

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(CORPORATE SEAL)

REPORT OF INVENTIONS AND SUBCONTRACTS <i>(Pursuant to "Patent Rights" Contract Clause)</i>				Form Approved Budget Bureau No. 22-R160	
INSTRUCTIONS TO CONTRACTOR					
This form may be used for INTERIM and FINAL reports, and when used shall be completed and forwarded to the Contracting Officer in triplicate. An INTERIM report shall be submitted at least every twelve months, commencing with the date of the contract, and should include only those inventions and subcontracts for which complete information has not previously been reported.			A FINAL report shall be submitted as soon as practicable after the work under the contract is complete and shall include (a) a summary of all inventions required by the contract to be reported, including all inventions previously reported and any inventions since the last INTERIM report; STAT any required information for subcontracts which has not previously been reported.		
1. NAME AND ADDRESS OF CONTRACTOR General Electric Company-TEMPO 735 State Street, Santa Barbara, California			2. CONTRACT NUMBER AF33(657)-14349 GB-1965 3. TYPE OF REPORT (check one) <input type="checkbox"/> a. INTERIM <input checked="" type="checkbox"/> b. FINAL		
SECTION I - INVENTIONS ("Subject Inventions" required to be reported by the "Patent Rights" clause)					
4. INVENTION DATA (check one) <input checked="" type="checkbox"/> a. THERE WERE NO INVENTIONS WHICH REASONABLY APPEAR TO BE PATENTABLE <input type="checkbox"/> b. LISTED BELOW ARE INVENTIONS WHICH REASONABLY APPEAR TO BE PATENTABLE. ANY INVENTION DISCLOSURES WHICH HAVE NOT BEEN PREVIOUSLY SUBMITTED TO THE CONTRACTING OFFICER ARE ATTACHED TO THIS REPORT.					
<i>(i)</i> NAME OF INVENTOR	<i>(ii)</i> TITLE OF INVENTION	<i>(iii)</i> PATENT APPLICATION SERIAL NUMBER AND CONTRACTOR'S DOCKET NO.	<i>(iv)</i> CONTRACTOR HAS FILED OR WILL FILE U.S. PATENT APPLICATION YES NO		<i>(v)</i> CONFIRMATORY LICENSE OR ASSIGNMENT HAS BEEN FORWARDED TO CONTRACTING OFFICER YES NO
N/A					
SECTION II - SUBCONTRACTS (Containing a "Patent Rights" clause)					
5. LISTED BELOW IS INFORMATION REQUIRED BUT NOT PREVIOUSLY REPORTED FOR SUBCONTRACTS. (If not applicable, write "None".)					
<i>(i)</i> NAME AND ADDRESS OF SUBCONTRACTOR	<i>(ii)</i> SUBCONTRACT NUMBER	<i>(iii)</i> DATE CLAUSE FURNISHED TO CONTRACTING OFFICER	<i>(iv)</i> DATE SUBCONTRACT COMPLETED		
N/A					
SECTION III - CERTIFICATE					
CONTRACTOR CERTIFIES THAT THIS REPORT OF INVENTIONS AND SUBCONTRACTS, INCLUDING ANY ATTACHMENTS, IS CORRECT TO THE BEST OF THE CONTRACTOR'S KNOWLEDGE AND BELIEF.					
DATE 8/23/65	NAME AND TITLE OF AUTHORIZED OFFICIAL (Print or Type) <div style="display: flex; justify-content: space-between;"> Marketing Administration Manager </div>				

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